

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

A NOVEL HOMEODOMAIN PROTEIN

the specification of which

(check ☐ is attached hereto.
one)

☒ was filed on 8/22/96
Application Serial No. 08/701,278
and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>60/023,280</u> (Application Serial No.)	<u>7/25/96</u> (Filing Date)	<u>Pending</u> (Status)
(patented, pending, abandoned)		
_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status)
(patented, pending, abandoned)		

Direct all telephone calls to Richard F. Trecartin at (415) 781-989.

Address all correspondence to:

FLEHR, HOHBACH, TEST,
ALBRITTON & HERBERT
Suite 3400, Four Embarcadero Center
San Francisco, California 94111

File No. A-63770-1/RFT/RMS

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or
first inventor:

1-00
David J. Anderson

Inventor's signature:

David J. Anderson

Date:

Nov. 26, 1996

Residence:

Altadena, California CA

Citizenship:

US

Post Office Address:

2891 North Mount Curve Avenue, Altadena, CA 91001

Full name of second joint
inventor, if any:

Tetsuichiro Saito

Inventor's signature:

Date:

Residence:

Tsukuba, Ibaraki, Japan

Citizenship:

Japan

Post Office Address:

25-10-103 Inarimae, Tsukuba, Ibaraki, Japan

Full name of third joint
inventor, if any:

Inventor's signature:

Date:

Residence:

Citizenship:

Post Office Address:

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION

Page 2

Direct all telephone calls to Richard F. Trecartin at (415) 781-989.

Address all correspondence to:

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Full name of sole or
first inventor:

David J. Anderson

Inventor's signature:

Date:

Residence:

Altadena, California

Citizenship:

US

Post Office Address:

2891 North Mount Curve Avenue, Altadena, CA 91001

Full name of second joint
inventor, if any:

2-00
Tetsuichiro Saito

Inventor's signature:

Tetsuichiro Saito

Date:

November 26, 1996

Residence:

Tsukuba, Ibaraki, Japan

Citizenship:

Japan

Post Office Address:

25-10-103 Inarimae, Tsukuba, Ibaraki, Japan

Full name of third joint
inventor, if any:

Inventor's signature:

Date:

Residence:

Citizenship:

Post Office Address:



POWER OF ATTORNEY BY ASSIGNEE

(Not Accompanying Application)

To the Commissioner of Patents and Trademarks:

The undersigned assignee of the entire interest in application for letters patent entitled:
A NOVEL HOMEODOMAIN PROTEIN

and having the named inventors:

David J. Anderson and Tetsuichiro Saito

Serial No. 08/701,278 filed on or about the 22nd day of August, 1996,

hereby appoints the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 1.31: Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Thomas O. Herbert, Reg. No. 18,612; Donald N. MacIntosh, Reg. No. 20,316; Jerry G. Wright, Reg. No. 20,165; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Richard E. Backus, Reg. No. 22,701; James A. Sheridan, Reg. No. 25,435; Robert B. Chickering, Reg. No. 24,286; Gary S. Williams, Reg. No. 31,066; Richard F. Trecartin, Reg. No. 31,801; C. Michael Zimmerman, Reg. No. 20,451; Walter H. Dreger, Reg. No. 24,190; Steven F. Caserza, Reg. No. 29,780; William S. Galliani, Reg. No. 33,885; Laura L. Kulhanjian, Reg. No. 33,257; Julian Caplan, Reg. No. 14,785; Robin M. Silva, Reg. No. 38,304;

provided that if any one of said attorneys ceases being affiliated with the law firm of Flehr, Hohbach, Test, Albritton & Herbert as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

In accordance with 37 CFR 3.73 the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Direct all telephone calls to Richard F. Trecartin at (415) 781-1989.

Address all correspondence to:

FLEHR, HOHBACH, TEST,
ALBRITTON & HERBERT
Suite 3400, Four Embarcadero Center
San Francisco, California 94111

Assignee: California Institute of Technology

By: Brian K. Jenkins

(typed name)

Signature: 

Title: Assistant Director of Finance

Address: 1201 East California Blvd.

Pasadena, California 91125

Date:

11/26/96

File No.

A-63770-1/RFT/RMS

Applicant or Patentee: David J. Anderson and Tetsuichiro Saito
Serial or Patent No.: 08/701,278
Filed or Issued: 8/22/96
For: A NOVEL HOMEODOMAIN PROTEIN

Attorney's Docket No.:
A-63770-1/RFT/RMS

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY
STATUS (37 CFR 1.9(f) and 1.27(d)) - NONPROFIT ORGANIZATION**



I hereby declare that I am an official empowered to act on behalf of the nonprofit organization identified below:

NAME OF ORGANIZATION California Institute of Technology
ADDRESS OF ORGANIZATION 1201 East California Blvd.
Pasadena, California 91125

TYPE OF ORGANIZATION

- ☒ UNIVERSITY OR OTHER INSTITUTION OF HIGHER EDUCATION
☐ TAX EXEMPT UNDER INTERNAL REVENUE SERVICE CODE (26 USC 501(a) and 501(c)(3))
☐ NONPROFIT SCIENTIFIC OR EDUCATIONAL UNDER STATUTE OF STATE OF THE UNITED STATES OF AMERICA
(NAME OF STATE _____) (CITATION OF STATUTE _____)
☐ WOULD QUALIFY AS NONPROFIT SCIENTIFIC OR EDUCATIONAL UNDER STATUTE OF STATE OF THE UNITED STATES OF AMERICA IF LOCATED IN THE UNITED STATES OF AMERICA
(NAME OF STATE _____) (CITATION OF STATUTE _____)

I hereby declare that the nonprofit organization identified above qualifies as a nonprofit organization as defined in 37 CFR 1.9(e) for purposes of paying reduced fees under Section 41(a) or (b) of Title 35, United States Code, with regard to the invention entitled
A NOVEL HOMEODOMAIN PROTEIN

by inventor(s) David J. Anderson and Tetsuichiro Saito, described in

- ☐ the specification filed herewith
☒ application serial no. 08/701,278, filed 8/22/96
☐ patent no. _____, issued _____

I hereby declare that rights under contract or law have been conveyed to and remain with the nonprofit organization having rights to the invention as listed below* and no rights to the invention are held by any person, other than the inventor, who could not qualify as a small business concern under 37 CFR 1.9(d) or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e). *NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

NAME: _____
ADDRESS: _____
☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization
NAME: _____
ADDRESS: _____
☐ Individual ☐ Small Business Concern ☐ Nonprofit Organization

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING Michael Keller
TITLE IN ORGANIZATION _____
ADDRESS OF PERSON SIGNING 1201 East California Blvd., Pasadena, California 91125

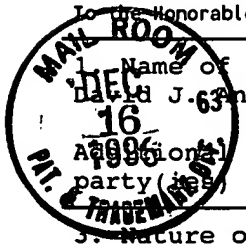
SIGNATURE [Signature] DATE 11-26-96

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
David J. Anderson and Tetsuichiro Saito

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Execution Date: November 26, 1996

2. Name and address of receiving party(ies):

Internal Address: California Institute of Technology

Street Address: 1201 E. California Blvd.

City: Pasadena

State: CA

Zip: 91125

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s): 08/701,278

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robin M. Silva

Internal Address: FLEHR, HOHBACH, TEST,
ALBRITTON & HERBERT

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA Zip: 94111-4187

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-63770/RFT

(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin M. Silva

Name of Person Signing

Robin M. Silva

Signature

December 8, 1996

Date

Total number of pages including cover sheet, attachments and document: [67]

OMB No. 0651-0011 (exp. 4/94)

D not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-62629/RFT

Rev. 8/93

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) David J. Anderson, (2) Tetsuichiro Saito,

(hereinafter termed "Inventors"), residents of

(1) Altadena, (2) Tsukuba,

respectively, Counties of

(1) Los Angeles,

respectively, States of

(1) California, (2) Ibaraki, Japan,

respectively, have invented certain new and useful improvements in

A NOVEL HOMEODOMAIN PROTEIN

and have executed an application for a United States patent disclosing and identifying the invention on the

(1) ____ day of _____, 19____; (2) ____ day of _____, 19____;

and having Serial No. 08/701,278 and filing date of August 22, 1996; and

WHEREAS, California Institute of Technology a corporation of the State of California, having a place of business at Pasadena, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to

said Assignee this

✓ (1) 26th day of November, 1996,

(2) - day of _____, 19____,

respectively.

(1) David J. Anderson ✓
David J. Anderson

County of Los Angeles

,)

) ss.

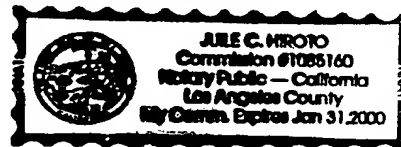
State of California

,)

On this 26th day of November, in the year 1996, before me, Julie C. Hiroto,
Notary Public of the State of California, personally appeared (1) David J. Anderson,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/~~she~~ executed the
same in his/~~her~~ authorized capacity(ies), and that by his/~~her~~ signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Julie C. Hiroto



(Seal)

(2) _____

Tetsuichiro Saito

County of _____

,)

) ss.

State of _____

,)

On this ____ day of _____, in the year _____, before me, _____,
Notary Public of the State of _____, personally appeared (2) Tetsuichiro Saito,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) David J. Anderson, (2) Tetsuichiro Saito

(hereinafter termed "Inventors"), residents of

(1) Altadena, (2) Tsukuba

respectively, Counties of

(1) Los Angeles,

respectively, States of

(1) California, (2) Ibaraki, Japan

respectively, have invented certain new and useful improvements in

A NOVEL HOMEODOMAIN PROTEIN

and have executed an application for a United States patent disclosing and identifying the invention on the

(1) ____ day of _____, 19____; (2) ____ day of _____, 19____;

and having Serial No. 08/701,278 and filing date of August 22, 1996; and

WHEREAS, California Institute of Technology a corporation of the State of California, having a place of business at Pasadena, State of California, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) _____ day of _____, 19____,

✓(2) 26 day of November, 1996,

respectively.

County of _____,)
) ss.
 State of _____.)

On this ____ day of _____, in the year ____, before me, _____,
Notary Public of the State of _____, personally appeared (1) David J. Anderson,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

(2) Tetsuichiro Saito
Tetsuichiro Saito

County of _____,)
) ss.
 State of _____.)

On this ____ day of _____, in the year ____, before me, _____,
Notary Public of the State of _____, personally appeared (2) Tetsuichiro Saito,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.